

FRANCHISE DISCLOSURE DOCUMENT



Sit Means Sit Franchise, Inc., a Nevada
Corporation
6295 McLeod Drive #2
Las Vegas, Nevada 89120
(702) 877-4581
info@sitmeanssit.com
www.sitmeanssit.com

The franchise offered is for the operation of a dog training business using the “Sit Means Sit” system and standards.

The total investment necessary to begin operation of a Sit Means Sit franchised business if you are a new franchisee is between \$66,675 and \$163,750. This includes between \$60,530 and \$61,470 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Sit Means Sit franchised business if you are an existing franchisee who purchased your first franchise before July 1, 2020 or on or after June 1, 2025 is between \$31,775 and \$128,850. This includes between \$25,630 and \$26,570 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a Sit Means Sit franchised business if you are an existing franchisee who purchased your first franchise between July 1, 2020 and May 31, 2025 is between \$16,775 and \$119,350. This includes between \$10,630 and \$17,070 that must be paid to the franchisor or its affiliate(s).

You may ~~also~~ reserve a Trade Area with us for up to ~~two~~one (1) ~~years by year by signing a Trade Area Reservation Agreement and paying a deposit of \$5,000 plus~~ year by signing a Trade Area Reservation Agreement and paying a deposit of \$5,000 ~~per Trade Area. If you do not commence operations within that year, you may extend the reservation once for an additional year by paying fifty percent (50%) of the applicable then-current initial franchise fee for each that Trade Area you reserve under a Trade Area Reservation Agreement.~~

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Alfredo Rivera at 6295 McLeod Drive Suite #2, Las Vegas, Nevada 89120, (702) 877-4581.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like an attorney or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Sit Means Sit® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to Sit Means Sit® franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in

Item 1

The Franchisor and any Parents, Predecessors, and Affiliates

The Sit Means Sit

To simplify the language in this disclosure document, “we”, “us,” or “our” means Sit Means Sit Franchise, Inc., the franchisor. “You” or “your” means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise, and includes your owners, members, and partners.

We are a Nevada corporation that was organized on January 20, 2009. Our principal business address is 6295 McLeod Drive #2, Las Vegas, Nevada 89120. We conduct business under our corporate name and “Sit Means Sit,” as well as the trademarks described in Item 13 of this Disclosure Document (the “Marks”). We have offered franchises to operate “Sit Means Sit” dog training businesses (“Businesses”) since February 2009.

We do not operate a Business, although we have an affiliate that has done so. Neither we nor our affiliates currently offer, or have offered, franchises in other lines of business. We do not conduct any business activities other than franchising.

Our agents for service of process are disclosed in Exhibit H to this disclosure document.

Our Affiliates

Sit Means Sit, Inc. (“SMSI”), our affiliate, was incorporated in the State of Nevada on January 20, 2006. Since March 2006, SMSI has operated a Sit Means Sit business that is substantially similar to the franchise being offered in this Disclosure Document. Between March 2006 and November 2008, SMSI licensed third parties to operate Sit Means Sit businesses under a Merchandising and Licensing Agreement (“MLA”), which differed significantly from our current franchise offering. SMSI has never offered franchises in this or any other line of business. However, SMSI does sell inventory items that you, as a franchisee, are required to purchase. SMSI shares the same principal business address as we do.

We do not have any predecessors or parents, or any ~~other~~ affiliates other than SMSI that offer franchises or provide goods or services to you.

The Business You Will Conduct

As a franchisee, you will operate a business that provides dog training, behavior modification, and consulting services to dog owners (referred to as your “Business”). You will enter into a Franchise Agreement (attached as Exhibit A) to operate one business under our proprietary trademarks and service marks (the “Marks”). You are required to offer only the Authorized Products and Services (defined in this Disclosure Document) within your designated Trade Area (also defined herein). The Marks, your vehicle(s), any Training Facility, and our proprietary methods of operation are collectively referred to as the “System.”

To operate your Business, you must own, lease, or purchase one or more trucks, sport-utility vehicles, or other suitable automobiles (“Vehicles”) to deliver and perform the Authorized Products and Services within your Trade Area. You may conduct training sessions in public venues such as parks, gyms, or pet stores, or you may operate from a dedicated Training Facility, which is a space you control for conducting dog training classes.

If this is your first franchise with us, you will pay a nonrefundable initial franchise fee of \$59,900 when you sign the Franchise Agreement.

If you are an existing franchisee who purchased your first franchise before July 2020, or if you are purchasing an additional franchise on or after June 1, 2025, you will pay a nonrefundable initial franchise fee of \$25,000 for each additional franchise.

If you purchased your first franchise between July 1, 2020, and May 31, 2025, you will pay a reduced initial franchise fee for each additional franchise according to the following schedule:

Franchise Number	Initial Franchise Fee
2	\$15,500
3	\$13,500
4	\$11,500
5 and each additional	\$10,000

All initial franchise fees are nonrefundable under any circumstances.

Trade Area Reservation Agreement

If you choose to reserve a Trade Area under a TARA (see Item 12 and Exhibit K), you must pay a \$5,000 deposit for each Trade Area reserved. If you do not sign a franchise agreement and begin operations by the Commencement Deadline, you may extend the deadline once for an additional year by paying an additional deposit equal to 50% of the then-current initial franchise fee for that Trade Area. If you do not begin operations before the original or extended deadline, your TARA and rights to the Trade Area will terminate automatically. All deposits paid under the TARA are nonrefundable but will be credited toward your initial franchise fee if you sign a Franchise Agreement before the applicable deadline. All deposits you pay to us under the TARA will be applied towards the initial fee when you sign a full Franchise Agreement with us before the applicable Commencement Deadline. Your deposits under the TARA are not refundable under any circumstances.

Supply and Equipment Fees

You must purchase an initial inventory of training collars from our affiliate, SMSI. While there is no required quantity, we estimate the cost will range from \$630 to \$1,570. If we determine that your or your employees' progress during training is unsatisfactory, we may terminate your Franchise Agreement. In that case, we will refund the cost of the collars if they are returned unused or in "like new" condition.

All initial fees described in this Item 5 are uniform for franchises being offered under this disclosure document and, except for the training collars, are not refundable under any circumstances ~~other than those described above~~. In 2024, we charged initial fees ranging between \$17,500 and \$112,500.

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**Item 6
Other Fees¹**

Type of fee	Amount	Due Date	Remarks
Fees You Will Pay Us Every Month			
Continuing Royalty (for franchisees who purchased their first franchise on or after July 1, 2023)	The greater of <u>96%</u> of your Gross Sales or \$800 per month.	Payable by the 5th day of each calendar month; considered late if not paid by the 10th day of the calendar month.	We may adjust this amount no more frequently than annually based on the Consumer Price Index, U.S. Average, all items, or any replacement index which we select.
Continuing Royalty (for franchisees who purchased their first franchise between July 1, 2020, and June 30, 2023)	\$900 per month. If paid on the first day of the calendar month that is not a weekend day or a holiday, the Continuing Royalty will be \$800 for that calendar month only.	Payable by the 5th day of each calendar month; considered late if not paid by the 10th day of the calendar month.	We may adjust this amount no more frequently than annually based on the Consumer Price Index, U.S. Average, all items, or any replacement index which we select.
Continuing Royalty (for franchisees who purchased their first franchise before July 1, 2020)	\$600 per month. If paid on the first day of the calendar month that is not a weekend day or a holiday, the Continuing Royalty will be \$500 for that calendar month only.	Payable by the 5th day of each calendar month; considered late if not paid by the 10th day of the calendar month.	We may adjust this amount no more frequently than annually based on the Consumer Price Index, U.S. Average, all items, or any replacement index which we select.
Franchise Financial Database	Cost of a monthly license for the program, currently \$14.95/month. (Note 3)	Upon invoice.	You must pay us, or our designated third-party supplier (currently Qvinci), to use this program.
Fees Charged Based On Your Request or Need			
Background Checks	Our costs to perform background checks, which are presently \$150.00 per background check.	On invoice by us.	You must reimburse us for performing and updating periodic background checks on you and your Authorized Trainers. We reserve the right to update background checks at your cost, typically no more frequently than annually.
Initial Training Fee	After the first trainee, \$2,500 per person for each person that attends	Before training	We charge a fee for any additional personnel that attend the Initial Training

Type of fee	Amount	Due Date	Remarks
	expenses) incurred in connection with our inspection of your Business location(s), which we estimate to be between \$3,000-\$4,000.		any material failure to comply with our policies. There are no limitations on the frequency of these inspections.
Indemnification	Will vary under circumstances	As incurred	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Business.
Under-Reporting of Gross Sales	Amount determined to be owed plus interest on the underpayment at the highest rate allowable by law (not to exceed 18%).	Upon demand	Payable only if an audit or other investigation reveals an under-reporting or under-recording error. Interest begins from the date of underpayment.
Liquidated Damages	If you are a renewing franchisee or you purchased your first franchise with us before July 2020: \$21,600. If you purchased your first franchise with us after July 2020: the greater of \$32,400 or the monthly average of Continuing Royalties you paid us during the previous twelve (12) months. <u>Greater of (i) your average monthly royalty during the 12 months before termination or (ii) the minimum monthly royalty in Addendum A, multiplied by the lesser of (a) 36 months or (b) the number of months remaining in your term. (Note 4).</u>	Upon Demand	Payable only if we terminate the Franchise Agreement with cause, or if you cancel your Franchise Agreement prior to its expiration.

(1) All fees listed in this Item are uniformly imposed on all franchisees and are payable directly to us, unless otherwise noted. The only exception is the fee for the Franchise Financial Database, which is payable to a third-party provider. Once paid, all fees due to us are nonrefundable under any circumstances. Fees paid to third-party vendors or suppliers may or may not be refundable, depending on the policies of those vendors or suppliers.

(2) “Gross Sales” means all revenue received or receivable by you as payment for goods and services sold or promoted under the Marks, regardless of the form of payment (e.g., cash, credit, debit, barter, or other means of exchange), and regardless of whether payment is actually collected. This includes the full retail value of any gift certificates or coupons sold for use at your Business. However, Gross Sales

excludes: (i) sales taxes collected directly from customers and any other taxes, excises, or duties imposed by a governmental authority on specific goods or services, provided such amounts are separately stated and actually remitted to the appropriate authority; (ii) tips, gratuities, or service charges paid directly to employees; and (iii) proceeds from isolated sales of equipment or trade fixtures not part of your ordinary course of business.

We may require that all amounts you owe us be paid through an electronic depository transfer account (“Electronic Depository Transfer Account”). If so, you must establish and maintain such an account and authorize us to access it for the purpose of collecting royalty fees, advertising contributions, payments for purchases from us, and any other amounts due under your Franchise Agreement.

(3) Unless we have indicated otherwise, for any fee that is listed as our then-current fee in the table above, we have the right to increase fees by a maximum of 10% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase these fees by the amount of any increases in fees from third parties for the underlying products or services which will be added to the capped fee increase.

(4) Example 1: If your average monthly royalty was \$1,200 and 24 months remain, liquidated damages would be $\$1,200 \times 24 = \$28,800$. If the minimum monthly royalty is \$1,000, liquidated damages would still be \$28,800 because it is greater than $\$1,000 \times 24$.

Example 2: If your average monthly royalty was \$900 and 40 months remain, you use 36 months (the cap). Calculate both: $\$900 \times 36 = \$32,400$; $\$1,000 \times 36 = \$36,000$. Liquidated damages would be \$36,000 because it is greater than \$32,400.

Item 7 Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT¹

Type of expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Fee (New Franchisee)	\$59,900	Lump Sum or As Arranged	When you sign your Franchise Agreement	Us
Initial Fee (Existing Franchisee – First Franchise Before July 1, 2020 or After June 1, 2025) (1)	\$25,000	Lump Sum or As Arranged	When you sign your Franchise Agreement	Us
Initial Fee (Existing Franchisee – First Franchise Between July 1, 2020 and May 31, 2025) (1)	\$15,500 - \$10,000	Lump Sum or As Arranged	When you sign your Franchise Agreement	Us
Real Property & Leasehold Improvements (2)	\$0 - \$39,000	Lump Sum or As Arranged	Before Opening	Outside Suppliers
Equipment and signs	\$300 - \$1000	As Arranged	Before Opening	Outside Suppliers
Sit Means Sit Vehicle(s) (3)	\$400 - \$23,500	As Arranged	Before Opening	Auto Dealer
Computer Hardware and Software	\$0 - \$3,000	As Arranged	Before Opening	Outside Suppliers
Initial Training Fee (4)	\$0 - \$2,500	Lump Sum or As Arranged	Before Opening	Us
Wages, Travel, Lodging and	\$2,620 - \$6,680	As Incurred	Before Opening	Airlines, hotels,

However, Force Majeure does not include: (i) actions or inactions by a Governmental Authority; (ii) the performance or non-performance of any third party with whom you have a contractual relationship (including landlords, lenders, or contractors), unless such non-performance is itself caused by a Force Majeure event; or (iii) your financial inability to perform or insolvency.

“Governmental Authority” means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

~~“Gross Sales” means the total of all revenues received or receivable by you as payment, whether in cash, by debit card or for credit or barter or other means of exchange (and, if for credit or barter, the retail value of services provided, the whether or not payment is received therefor), on account of any and all goods, merchandise, services, and supplies sold by the Business, or which are promoted or sold by you under any of the Marks or from or through your Business or Business Entity. “Gross Sales” does not include sales taxes collected directly from customers by you in the operation of the Business, and any sales, value added or other tax, excise or duty charged to customers which is levied or assessed against you by any Federal, state, municipal or local authority, based on sales of specific goods, merchandise, services, and supplies sold at, from, or in connection with the Business, provided that such taxes are actually transmitted to the appropriate Governmental Authority.~~

“Gross Sales” means all revenue you bill or receive (whether or not collected) from any source related to the Franchised Business, whether at or away from your Training Facility or through any channel (including mobile services, events, e-commerce, social, third-party marketplaces, and National Account work we allow), and whether paid by cash, check, credit/debit, ACH, barter, or other means of exchange. You may deduct only the following from Gross Sales (and only to the extent first included in Gross Sales): (1) Sales, use, or similar taxes that are separately stated to the customer and actually remitted to the taxing authority; (2) Documented refunds, chargebacks, credits, and allowances granted to customers in good faith; (3) Tips or gratuities paid or credited to your employees or contractors; and (4) Proceeds from isolated sales of trade fixtures/equipment not constituting part of the Authorized Products and Services and not materially affecting ongoing operations. For clarity, Gross Sales includes: (a) The full retail value of any barter or exchange transactions in which you provide Authorized Products and Services in exchange for goods or services you receive; (b) Any business-interruption insurance proceeds (to the extent they compensate for lost sales); and (c) Gift cards/certificates according to our current policy (counted at sale or redemption as stated in the Manual). Gross Sales excludes properly remitted taxes described above but does not exclude any other taxes, fees, surcharges, or pass-throughs unless we approve in writing. We may publish reasonable administrative guidelines in the Manual to implement this definition.

“Heirs” is defined in Section 15.3.2.

“Indemnified Parties” is defined in Section 18.

“Improvement” is defined in Section 7.13.

“Initial Attendees” is defined in Section 6.1.

“Initial Fee” is defined in Section 1.1.1.

“Initial Training Fee” means \$2,500 per person.

“Initial Training Program” is defined in Section 6.1.

☐ You purchased your first franchise before July 1, 2020 or on or after June 1, 2025. Your Initial Fee for this additional franchise is \$25,000.

☐ This is a renewal franchise agreement. As a result, you do not owe us an Initial Fee.

C. CONTINUING ROYALTY (Section 6.2). The amount of your Continuing Royalty is set forth as follows (check one):

☐ You are a renewing franchisee or purchased your first franchise before July 1, 2020. Your Continuing Royalty is \$600 per month. If paid on the first day of the month (not a weekend or holiday), your Continuing Royalty for that month will be \$500.

☐ You purchased your first franchise between July 1, 2020 and June 30, 2023. Your Continuing Royalty is \$900 per month. If paid on the first day of the month (not a weekend or holiday), your Continuing Royalty for that month will be \$800.

☐ This is your first franchise with us, or you purchased your first franchise on or after July 1, 2023. Your Continuing Royalty is the greater of 96% of your Gross Sales or \$800 per month.

D. TRADE AREA.

We and you have mutually agreed upon a Trade Area based on the site for your Business which is indicated below. You acknowledge that the Trade Area is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document. The boundaries of your Trade Area, as identified below, will be as they exist on the Effective Date.

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By signing below, you acknowledge that the information above is true and correct. Use additional sheets if necessary. All changes to the above information must be reported to us in writing.

SIT MEANS SIT FRANCHISE, INC.

FRANCHISEE:

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit G-2

Audited Financial Statements

Exhibit H

**State Administrators
And
Agents for Service of Process**

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

Section 12 of the Trade Area Reservation Agreement (TARA) does not apply in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20____.

FRANCHISOR:

FRANCHISEE:

SIT MEANS SIT FRANCHISE, INC.

By: _____

By: _____

Title: _____

Title: _____

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Documents are amended accordingly.

DATED this _____ day of _____, 202__.

FRANCHISOR:

FRANCHISEE:

SIT MEANS SIT FRANCHISE, INC.

By: _____

By: _____

Title: _____

Title: _____

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If Sit Means Sit Franchise, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Under Iowa or New York law, if applicable, Sit Means Sit Franchise, Inc. must provide this disclosure document to you at the earlier of your 1st personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires Sit Means Sit Franchise, Inc. to give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Sit Means Sit Franchise, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit H.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Fred Hassen and Alfredo Rivera, 6295 McLeod Drive #2, Las Vegas, Nevada 89120, (702) 877-4581, and Craig Tanner, Lead PPC, 1641 E 130 N, Spanish Fork, UT 84660, (833) LEAD-PPC. We insert the name and address of other franchise seller below (we attach additional pages if necessary):

See Exhibit H for our registered agents authorized to receive service of process.

I have received a disclosure document with an issuance date of June 13, 2025, amended October 27, 2025 (the issuance date of this FDD is not the effective date, for registration state effective dates see State Effective page at the beginning of this Disclosure Document) that included the following Exhibits:

Exhibits

- | | |
|---|--|
| A. FRANCHISE AGREEMENT | G. FINANCIAL STATEMENTS |
| B. FORM OF GENERAL RELEASE | H. STATE ADMINISTRATORS AND AGENTS
FOR SERVICE OF PROCESS |
| C. OWNER AGREEMENT | I. MANUAL TABLE OF CONTENTS |
| D. CONFIDENTIALITY AND NON-COMPETITION
AGREEMENT | J. STATE SPECIFIC ADDENDUM |
| E. CONFIDENTIALITY AGREEMENT | K. TRADE AREA RESERVATION AGMT. |
| F. FRANCHISEE INFORMATION | L. RENEWAL ADDENDUM |
| | M. STATE EFFECTIVE DATES; RECEIPTS |

_____ Date	_____ Signature	_____ Printed Name
_____ Date	_____ Signature	_____ Printed Name

Please sign both copies of the receipt and date your signature. Please retain one copy for your records, and return the other copy to Alfredo Rivera at 6295 McLeod Drive #2, Las Vegas, Nevada 89120, or at alfredo@sitmeanssit.com.

RECEIPT

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